the court treated the defense with little favor, saying: "A mortgage on pigs, calves, or other young animals is not vitiated by their growing up into boars, sows, bulls, and cows, and the like. Nor would a mortgage upon boars and bulls be destroyed by turning them into barrows and oxen, which would be a more substantial alteration than a change of color. The horse may shed his color, but a mortgage is not so easily shed. It usually sticks closer than the skin."

CONTRACTS—CONSIDERATION—RESTRAINT OF MARRIAGE.—In *King* v. *King* (O.), 59 N. E. 111, it is held that where a contract has a valid consideration to support it, it will not be rendered invalid by reason of an additional consideration which is contrary to public policy. The contract was one by which a person agreed to live with another and take care of him while he lived, and not to marry during that time, in consideration of which the other agreed to "provide for her and make her comfortable and well off." The plaintiff fully performed her part of the agreement, but the other party died without fulfilling his. In a suit against his representative, the latter set up the defense that the contract was in restraint of marriage, and hence invalid. It was *Held*, that since there was sufficient consideration to support the contract, after eliminating the agreement not to marry, and since the plaintiff had fully performed her part of the contract, she was entitled to recover the full consideration promised. The court draws a distinction between a consideration which is illegal—that is to do or omit to do something the doing or omission of which is prohibited by law—and a consideration which is merely void for insufficiency, as a contract in restraint of marriage is held to be. "There is no provision," says the court, "either by statute or at common law, which enjoins upon any particular person the duty to marry; nor can any one be punished for not marrying. To marry or not to marry is left to the free choice of all who are eligible to marriage. Hence to omit to marry is not illegal, and it would seem that what a person may lawfully omit to do he may, without violating any law, promise to omit. It would appear naturally to follow that the only result of making such a promise would simply be that no legal right could be founded on the promise, and no remedy afforded for its breach. It is difficult to see any good reason for denouncing such contract as illegal in the sense of violating any law, or of placing parties who may have entered into it outside the pale of the law."

CORPORATIONS—RIGHT TO EXCLUSIVE USE OF NAME.—In *American Clay Mfg. Co.* v. *American Clay Mfg. Co. of New Jersey* (Pa.), 47 Atl. 936, an injunction at the suit of a domestic corporation was held proper against a foreign corporation, prohibiting the latter from doing business in the State under a name similar to that of the plaintiff, where the natural consequence would be a confusion of identity between the two.

It does not distinctly appear whether the defendant assumed its corporate name before or after the plaintiff had appropriated it, though the clear inference is that it was afterwards.

The lower court dismissed the bill on the ground that there was no proof of fraudulent intent on the part of the defendant. But the appellate court reversed this ruling, and held that the right to exclusive use of a corporate name